



Terms of Service

Rev C - Effective Date/Last Updated: 4/26/2024

These Terms of Service ("Terms") govern your access to and use of the software, hardware, and related services (collectively, the "Services") offered by **Jensen Applied Sciences LLC** (DBA "JAS Monitoring").

1. Acceptance of Terms

- 1.1. By accessing or using the Services, you ("you" or "User") agree to be bound by these Terms. If you do not agree to all of these Terms, you are not authorized to use the Services.

2. Services

JAS Monitoring provides a variety of Services*, including:

- 2.1. Software
 - 2.1.1. Cloud-based software for remote equipment/machine monitoring.
 - 2.1.2. Integration services via API for bringing a customer's equipment data into the above software.
- 2.2. Hardware
 - 2.2.1. Sensors and other devices used to collect data from your equipment/machines.
 - 2.2.2. Integration services for retrofitting equipment/machines with the above.
- 2.3. Related Services
 - 2.3.1. Technical support, data analysis tools, and other services related to the use of the software and hardware.

*JAS Monitoring may modify or discontinue a service at any time, with or without notice.

3. User Accounts

You may need to create an account to access certain Services. You are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account.

4. Hardware

- 4.1. JAS Monitoring may sell you hardware devices to use with the Services. You are responsible for the proper installation and use of the hardware as outlined in the accompanying documentation.
- 4.2. You are responsible for any loss or damage to the hardware.

5. Software License

- 5.1. JAS Monitoring grants you a non-exclusive, non-transferable license to use the software solely for your internal business purposes in connection with the Services. You may not modify, reverse engineer, decompile, or disassemble the software.
- 5.2. Further specifics on our software licensing, can be found in our End User License Agreement (EULA) on our website at <https://jasmonitoring.com/legal>.

6. Payment and Billing

- 6.1. **Payment Method Storage:** By using our service, you acknowledge and agree that we may securely store your payment method details for future use, subject to your explicit consent. We are committed to complying with all applicable laws, regulations, and network rules regarding the storage and usage of payment information.
- 6.2. **Initiation of Payments:** You hereby grant JAS Monitoring the explicit consent to initiate payments on your behalf for specified transactions as agreed upon in these Terms. This includes, but is not limited to, charges for scheduled installments & subscription payments.
- 6.3. **Timing and Frequency:** We will clearly communicate the anticipated timing and frequency of payments, whether they are for scheduled installments or subscription payments. This information will be provided to you before obtaining your consent to use your payment details.
- 6.4. **Payment Amount Determination:** The payment amount will be determined based on the agreed-upon terms and conditions outlined during the initiation of the payment or as specified in our communication with you.
- 6.5. **Cancellation Policy:** If your payment method is associated with a subscription service, our cancellation policy will be clearly communicated to you. You have the right to cancel the service in accordance with the terms specified, and any charges initiated before the cancellation date will be processed as outlined in these Terms.
- 6.6. **Record of Customer Agreement:** By creating an account with any JAS Monitoring software platform, you are agreeing to these Terms, with your consent being documented at the time of account creation. Your agreement will be obtained before initiating any payments on your behalf, ensuring transparency and compliance with applicable regulations.

7. Data Privacy

JAS Monitoring takes the privacy of your data seriously. Please refer to our separate Privacy Policy for details about how JAS Monitoring collects, uses, and discloses your data. It can be found on our website at <https://jasmonitoring.com/legal>.

8. Term and Termination

These Terms will remain in effect until terminated by either party. JAS Monitoring may terminate these Terms at any time for any reason, with or without notice. You may terminate these Terms by discontinuing your use of the Services.

9. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND (WITH EXCEPTION TO THE HARDWARE WARRANTY), EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM ERRORS. JAS Monitoring DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

10. Limitation of Liability

JAS MONITORING SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES (EVEN IF JAS MONITORING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE SERVICES.

11. Indemnification

You agree to indemnify, defend and hold harmless JAS Monitoring and its officers, directors, employees, agents, licensors, and suppliers from and against all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, arising out of or relating to your use of the Services or your violation of these Terms.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles.

13. Entire Agreement

These Terms constitute the entire agreement between you and JAS Monitoring regarding the use of the Services and supersede all prior or contemporaneous communications and proposals, whether oral or written.

14. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

15. Updates to Terms of Service

JAS Monitoring may update these Terms from time to time. JAS Monitoring will notify you of any changes by posting the new Terms on our website. You are advised to review these Terms periodically for any changes. Your continued use of the Services after the revised Terms are posted constitutes your acceptance of the revised Terms.

16. Contact Us

If you have any questions about these Terms, please contact us at

Team@JensenAppliedSciences.com.

JAS Monitoring reserves the right to modify these Terms at any time without prior notice.